car. In the case of an old, crippled, sick, or infirm passenger, where this condition was apparent to the carrier's employees, or would be apparent to them in the reasonable exercise of their duties, it becomes the duty of the carrier to furnish assistance. *St. Louis etc. Ry. Co.* v. *Lee,* 37 Okla. 545; *Central of Ga. Ry. Co.* v. *Madden,* 135 Ga. 205; *Mitchell* v. *Ry. Co.,* 161 Ia. 100. Also it is the duty of the carrier to assist a passenger, where he is called upon to board or alight from a train away from the station, or at a dangerous and unusual place. *W. & A. Ry. Co.* v. *Voils,* 98 Ga. 446; *M. & C. Ry. Co.* v. *Whitfield,* 44 Miss. 466; *Cartwright* v. *Chicago & G. T. Ry. Co.,* 52 Mich. 606. In *Hasbrouck* v. *N. Y. C. & H. R. Ry. Co.,* 202 N. Y. 363, the court said, as *dicta,* that it was the duty of the carrier to assist a woman in alighting, who was travelling with heavy hand luggage. Whether or not it is negligence under all the circumstances, to fail to assist a passenger in alighting, is a question of fact for the jury. *Traction Co.* v. *Flory,* 45 Tex. Civ. App. 233; *So. Ry. Co.* v. *Reeves,* 116 Ga. 743; *Central of Ga. Ry. Co.* v. *Madden, supra.* The court in the principal case laid much stress on these facts: that the paintiff was a healthy young woman accustomed to travel, that she requested no assistance with her hand bag, and also that women resent the laying of hands on their person under any pretense. In view of the above cases it would seem that there was much force in the dissenting opinion in holding that this was properly a question for the jury, and should at the most, only reverse and remand the case for a new trial, instead of rendering a judgment for the defendant in this court.

CARRIERS—TERMINATION OF RELATION—ASSAULT BY MOTORMAN.—A negro passenger who was getting off at the front end of a street-car refused to close the door when told to do so by the motorman. The latter used language which is somewhat deleted in the report, followed the negro a few steps away from the car, and hit him over the head with the "controller." *Held,* the company was not liable for the assault, since the relation of carrier and passenger had been terminated. *Willingham* v. *Birmingham Ry. Lt. & Power Co.,* (Ala., 1919) 83 So. 95.

The weight of authority in this country is probably in accord with the decision of the court. *Hanson* v. *Urbana Ry.,* 75 Ill. App. 474; but see *Wise* v. *Covington St. Ry. Co.,* 91 Ky, 537, *contra.* For discussion of the question involved see 18 MICH. L. REV. 231; 17 L. R. A. (N.S.) 764; 51 L. R. A. (N.S.) 899; ANN. CAS. 1915 C 1223; Id., 1916 E 998.

DEEDS—DELIVERY.—Grantor deposited deed with third person to keep until the death of either grantor or grantee and then to deliver to the survivor. *Held,* delivery is not effectual for it was conditional and not absolute. *Stove* v. *Daily,* (Cal., 1919) 185 Pac. 665.

See *supra,* 18 MICH. L. REV. 330.

DEEDS—DELIVERY TO GRANTEE NOT ABSOLUTE.—In an action on a fire insurance policy, it was contended by the insurance company that the policy had become null and void because of the violation of the common provision with reference to a change in title of the insured property. It appeared that

plaintiff had prepared a deed of the premises to C. and had delivered same to him. C. was a real estate broker and the purpose of the deed was to enable him to effect a sale of the premises. It was *held* that the lower court was right in concluding that in view of the circumstances under which the deed was delivered to C., there had been no change in ownership. *Phillips* v. *Farmers Mut. Fire Ins. Co.* (Mich., 1919), 175 N. W. 144.

The defendant relied upon *Western Ins. Co.* v. *Riker,* 10 Mich. 279, and kindred cases "in which it is held that a deed absolute on its face, though given as a security, avoids the policy." The court stated that "The distinction between the Riker case and the one at bar lies in the fact that, as found by the trial judge, there was no present intent on the part of the parties to pass any title to Chilson." No reference is made to the case of *Wipfler* v. *Wipfler,* 153 Mich. 18, in which the court held that it was not competent for the grantor to show by parol evidence that a deed handed to a grantee was to be effective only in the case of the happening of a certain event. See the discussion of this general subject in 18 MICH. L. REV. 314. Though it does not appear clearly from the report of the principal case, it is undoubtedly a fair inference that it was the intention of the grantor that the deed to C. should be effective as a conveyance to him in case he found a purchaser for the premises. The deed to such purchaser was obviously intended to run from C.

ELECTRICITY—DUTY TO INSULATE WIRES—PROTECTION FOR CHILDREN CLIMBING TREES.—Defendant power company maintained high-tension wires, uninsulated, strung through trees on plaintiff's premises, about 16 feet from the ground. Plaintiff's minor son, in climbing one of these trees, came in contact with a wire and was killed. *Held,* defendant was liable. *Chickering* v. *Lincoln County Power Co.,* (Me., 1919) 108 Atl. 460.

The theory of the principal case was that defendant, whose structures were erected under a statute and hence legal, was liable only for negligence. The court did not proceed on the theory of "attractive nuisance" which had not been followed in Maine. *McMinn* v. *Telephone Co.,* 113 Me. 519. The reasoning of the court seems in accord with the weight of authority. The duty of an electric company in conveying a current of high potential, to exercise commensurate care under the circumstances, requires it to insulate its wires and to use reasonable care to keep same insulated. This duty has been held to be limited to points where there is ground to apprehend that a reasonably prudent person may come in close proximity with the wires. THE LAW OF ELECTRICITY, CURTIS, § 510; *Wetherby* v. *Twin State Co.,* 83 Vt. 189. Companies maintaining such lines are bound to recognize that persons may lawfully climb trees. *McCrea* v. *Beverly Gas and Electric Co.,* 216 Mass. 495. Companies are further charged with knowledge that swaying limbs will wear the insulation off. CURTIS, *supra,* § 512; *Brubaker* v. *Electric Light Co.,* 130 Mo. App. 439. Courts further recognize that children are apt to climb trees, and impose on electric companies a duty to keep their high tension wires insulated in places where children will come in contact with them. *Temple*